

6/2/02  
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COOPERATIVE AGREEMENT  
BETWEEN THE  
OREGON HEALTH DIVISION  
AND THE  
U.S. CONSUMER PRODUCT SAFETY COMMISSION

A. BACKGROUND INFORMATION

The mission of the U.S. Consumer Product Safety Commission (CPSC) is to provide an effective program to assure the safety of consumer products. The reporting of fatalities caused by or relating to consumer products to the Commission enables the Commission to assess the causes and magnitude of the injury problem for which it is responsible under the Consumer Product Safety Act, Public Law 92-573.

As part of its program, CPSC collects death certificates of deaths caused by or relating to consumer products from 52 state health jurisdictions in the United States. The continued receipt of death certificates will provide needed information for the ongoing study of the causes of death from consumer products and ways to prevent such deaths in the future. The collection of such data is essential to giving proper perspective to hazard analysis related to particular products and in giving trend data on product-related deaths.

As soon as the death certificates are received by CPSC's Division of Hazard and Injury Data Systems, they are scanned and coded for entry into the CPSC computer system. The original certificates are destroyed by CPSC after the data entry process is complete. Follow-up investigation of selected cases by CPSC may be conducted, but only in accordance with state health department criteria. Confidentiality of the identity of the accident victim is strictly observed at all times by CPSC and its representatives.

B. OBJECTIVE OF THE DEATH CERTIFICATE PROJECT

The objective of the Death Certificate Project is to provide the Commission with timely death certificates of deaths caused by or relating to consumer products under the jurisdiction of CPSC. The collection of such data is essential to analysis of the hazards of particular products, and in evaluating trends on product-related deaths.

### C. SPECIFICATIONS

In cooperation with the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to conduct the work set forth below:

1. The Contractor shall permit the CPSC representative to collect and duplicate copies of all death certificates as specified herein. These death certificates are classified under specific external cause of death codes (ICD-10 Codes), as set forth in Attachment I, for deaths occurring in the Contractor's jurisdiction between October 1, 2001 through October 30, 2002. Copies of death certificates do NOT have to be certified. These codes have been selected because of the likelihood that consumer products of interest to the Commission may be involved.
2. The Contractor shall provide the CPSC representative with a copy of a computer printout, or other listing, of the death certificates containing the ICD-10 Codes of interest to CPSC to be retrieved and duplicated. The listing shall include, as a minimum, the ICD-10 Codes and death certificate number, and shall cover the time period of the batch submitted.
3. In furnishing this information on death certificates, the Commission will respect the confidentiality of the certificates and the information contained therein by purging the identity of victims prior to any use of the data.
4. The Contractor shall provide the CPSC representative access to a duplicating machine.
5. Accessing and duplication of specified death certificates will be conducted biannually by the CPSC representative at a pre-arranged time convenient to the Contractor.

### D. PRIVACY ACT

This cooperative agreement does not require the Contractor to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the Contractor is not required to, and agrees not to, maintain any system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a person's name, social security number, or any other unique identification.

### E. PERIOD OF PERFORMANCE

Performance of work shall begin on October 1, 2001, and shall not extend beyond September 30, 2002. Modification of this Agreement shall be by mutual consent of the parties; however, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received thirty (30) days in advance of the desired termination date.

**F. LIAISON OFFICERS**

**FOR OREGON**

Jennifer Woodward, Ph.D.  
State Registrar  
Oregon Health Division  
Vital Records Unit  
800 N.E. Oregon Street  
Suite 205  
Portland, Oregon 97232  
Phone: (503) 731-4109

**FOR CPSC**

Flip Hastings  
Division of Hazard and Injury  
Data Systems  
Consumer Product Safety Comm.  
4330 East West Highway, Room 604  
Bethesda, Maryland 20814  
Phone: (301) 504-0539

**G. REIMBURSEMENT**

The CPSC will reimburse the Oregon Health Division the estimated total amount of \$1,000.00 for services rendered pursuant to this Agreement. This amount is for the following:

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u> (Estimated)	<u>Unit Price</u>	<u>Amount</u>
1.	Collection and duplication of Death Certificates	80 ea.	\$11.00	\$880.00
2.	Computer Printouts	lot	120.00	<u>120.00</u>
				\$1,000.00

**H. ACCOUNTING AND APPROPRIATION DATA**

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**I. BILLING INSTRUCTIONS**

1. The Contractor shall submit vouchers and/or invoices on Standard Form 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing). As a minimum, each invoice shall include:
  - a. The name of the organization.
  - b. The voucher/invoice number and date.
  - c. The cooperative agreement number.
  - d. CPSC accounting and appropriation data.
  - e. Description, price, and quantity of goods or services actually delivered.

f. Name, title, phone number, and complete mailing address of the responsible official to whom payment is to be sent.

2. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.

3. Vouchers/invoices shall be sent to:

Ms. Cecelia R. Smith, Agency Payment Officer  
Accounting Operations  
Consumer Product Safety Commission  
Bethesda, Maryland 20814  
(Phone: (301) 504-0018)

5. Inquiries regarding payment should be directed to the above-named payment officer. Complaints related to the late payment of an invoice should be directed to:

Ms. Deborah P. Hodge, Prompt Payment Contact  
Division of Financial Management  
Bethesda, Maryland 20814  
(Phone: (301) 504-0018)

6. SF 1034 and 1035 forms will be furnished by CPSC, Contracts Branch, upon request of the Contractor.

#### J. PROMPT PAYMENT

1. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this Agreement will be due on the 30th calendar day after the later of:

- a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- b. The seventh (7th) day after the computer printouts are actually delivered and accepted by the Government.

2. The date of the check issued in payment shall be considered to be the date payment is made.

**K. CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

Clause	Title	Date
52.222-26	Equal Opportunity	Feb. 1999
52.222-36	Affirmative Action for Workers with Disabilities	June, 1998
52.232-34	Method of Payment by Electronic Funds Transfer other than Central Contractor's Registration	May, 1999
52.233-01	Disputes	Dec. 1998
52.243-01	Changes - Fixed Price	Aug. 1987
52.249-01	Termination for Convenience of the Government (Fixed Price) (Short Form)	April, 1984
42.249-08	Default (Fixed-Price Supply and Service)	April, 1984

**L. PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)**

- a. In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.
- b. The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered material, with 20% postconsumer material, applies to other uncoated printing and writing papers such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

M. AUTHORITY

This Agreement is entered into pursuant to the authority of Sections 5(c) and 27(g) of the Consumer Product Safety Act, P.L. 92-573, 15 U.S.C. 2054(c) and 2076(g).

APPROVED AND ACCEPTED  
FOR THE OREGON HEALTH  
DIVISION

BY W. L. K. O'Connell

TITLE State Epidemiologist

DATE 9/14/01

APPROVED AND ACCEPTED FOR  
THE U.S. CONSUMER PRODUCT  
SAFETY COMMISSION

BY Doris B. Kessler

Doris B. Kessler  
TITLE Contracting Officer

DATE 3/20/02

## ATTACHMENT I

LIST OF DEATH CERTIFICATES THAT WILL BE COLLECTED IN FY02

ICD-10 Code	Description per ICD-10 Text
V86	Occupant of special all-terrain or other motor vehicle designed primarily for off-road use
V10-V19	Transport accidents involving a pedalcycle or pedalcyclist
(X40-X45, Y40-Y47, Y49-Y57) for ages < 5	Accidental poisonings by/ exposure to various drugs
X46, X49	Accidental poisonings by and exposure to noxious substances and their vapors (solvents, paints, chemicals, etc.)
X47	Accidental poisonings by and exposure to other gases and vapors
W16	Jumping/diving into water - not drowning/submersion
W09	Fall involving playground equipment
X05-X06	Ignition of nightwear and other clothing & apparel
(W65-W68, W73-W74, only loc = .0-.3) V90.7, V90.8	Accidental drowning and submersion
W80 for ages < 5	Inhalation/ingestion of other objects causing obstruction of respiratory tract
W75, W76, W81, W83	Accidental suffocation, hanging, strangulation
W44	Foreign body entering into or through eye or natural orifice
W21, W50 & W51 (activity = 0 only)	Striking against/by sports equip., BB gun, other person (in sports)
W23	Caught, crushed, jammed or pinched in or between objects
W25-W29, W31 (loc = .0-.2)	Contact with other and unspecified machinery, mowers, knives, etc.
W35-W36, W40.0	Explosion and rupture of boiler, gas cylinder
W39	Discharge of firework
X11-X19	Contact with heat and hot substances
W85-W87	Exposure to other specified or unspecified electric current
Y85.8, Y86; Y88.0 only for age < 5	Sequelae (late effects) of external causes: ATV, other accidents, drugs

Y10-Y15 for ages <5; Y16, Y19	Poisoning/exposure of undetermined intent: to drugs (<5), solvents, corrosives
Y17	Poisoning/exposure of undetermined intent to gases and vapors
Y20	Hanging, strangulation and suffocation, undetermined intent
Y21	Drowning and submersion, undetermined intent
Y26-Y27	Exposures to smoke, fire, steam, of undetermined intent